

Appendix C

Old Soldiers Home Levee Setback Project Site Deed Restrictions

United States, et al. v. AOL Express, Inc., et al.

Appendix C

U.S. et al. v. AOL Express, Inc., et al.
Consent Decree - Appendix C

DESIGNED BY	DATE SUBMITTED
2.7.2005	
BOOK NO.	

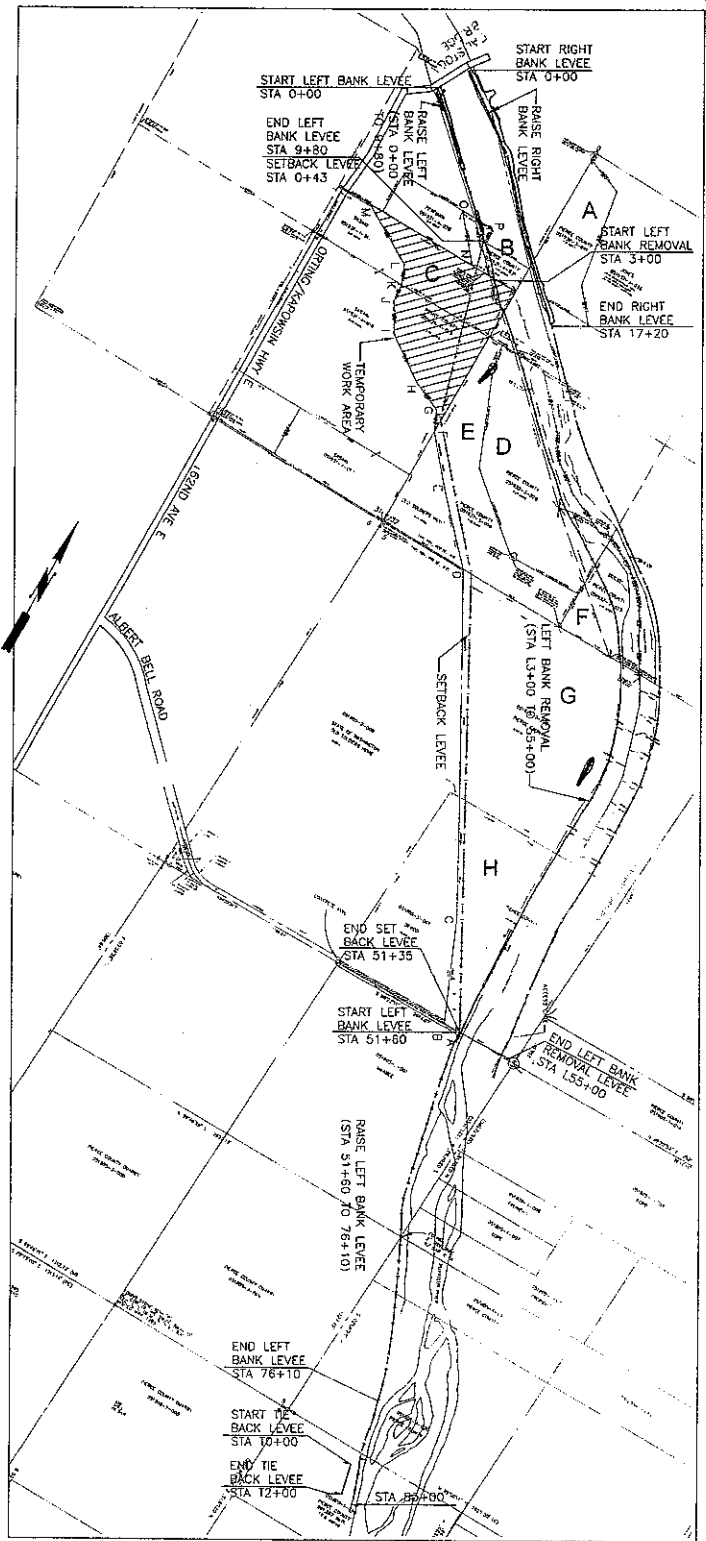
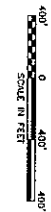
60%



Pierce County
DEPARTMENT OF PUBLIC WORKS AND UTILITIES
WATER PROGRAMS
1000 EAST STREET, WES
UNIVERSITY PLACE, WA 98507-1078
425.866.7000 FAX 425.866.7000

OLD SOLDIER'S HOME LEVEE SETBACK
SITE CONTROL PLAN
AND PROJECT LIMITS
C.L.P. D010-3-6
SHEET 3 OF 17

- A - 051932-3-041
(Part of 051932-3-035)
B - 051931-4-031
(Part of 051931-4-028)
C - 051931-4-029
(Part of 051931-4-017 and
051931-4-018)
D - 051932-3-020
E - 051932-3-010
F - 051932-3-025
G - 051805-2-002
(To be segregated from
051805-2-000)
H - 051805-2-001



CONSTRUCTION LIMITS

POINTS	NORTHINGS	EASTINGS
A	639601.11	1216723.06
B	639599.43	1216657.78
C	640211.58	1216336.15
D	642189.38	1215284.74
E	642052.57	1214682.63
F	642978.71	1214628.87
G	643082.25	1214431.66
H	643261.22	1214139.68
I	643455.21	1214025.23
J	643576.77	1213978.44
K	643684.48	1213599.84
L	643892.29	1214359.71
M	644161.03	1214293.22
N	644503.54	1214032.71

SURVEY CONTROL

P.C.R.L. MONUMENT NOTES
PIERCE COUNTY RIVER IMPROVEMENT MONUMENTS
RIVER MILE POST 21.50
FOUND 3 BRASS DISK IN CONCRETE MONUMENT
N 643016.0718
E 1214463.3884
ELEV 205.00
RIVER MILE POST 22.00
FOUND 3 BRASS DISK IN CONCRETE MONUMENT
N 642171.5778
E 1216392.0708
ELEV 221.07

LEGEND

- FOUND MONUMENT AS NOTED
 - FOUND CORNER AS NOTED
 - SET 1/2" REBAR & CAP, DECA LS 18930
 - (c) CALCULATED
 - (D) DEED
- BAIS OF BEARINGS: WASHINGTON SOUTH
ZONE COORDINATES (NAD 83/91)

200102010011 3 pg
2-1-2001 08:59am \$10.00
PIERCE COUNTY, WASHINGTON

RETURN TO:
PUBLIC WORKS AND UTILITIES
9116 Gravelly Lake Dr. S.W.
Tacoma, WA 98499-3190

Parcel No: 08-19-32-3.035

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY AND CONSERVATION PURPOSES

The Grantor, Pierce County, for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board of the State of Washington and in fulfillment of terms of the attached Project Agreement herein incorporated by reference, conveys and grants to the State of Washington individually and as the representative of the people of the State, the right to use the real property described below forever for salmon recovery and conservation purposes

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Salmon Recovery Funding Board, titled *Lower Carbon River Habitat Land Acquisition* Project Number 99-1643-A signed by the Grantor on the 14th day of June, 1999 and by the Salmon Recovery Funding Board on the 9th day of June, 1999 and the application and supporting materials which are on file with the Grantor and the State in connection with the Project Agreement

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for salmon recovery and conservation purposes herein granted, unless the State, through the Salmon Recovery Funding Board or its successors, consents to the inconsistent use. This consent shall be granted only upon the following conditions, which will ensure other land will be substituted.

The conditions are that the substituted salmon recovery and conservation land must be of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent qualities, characteristics and location for salmon recovery and conservation purposes for which state assistance was originally granted.

The real property covered by this deed is described as follows: That portion of the Northwest quarter of the Southwest quarter of SECTION 32, TOWNSHIP 19 NORTH, RANGE 05 EAST of the Willamette Meridian in Pierce County Washington described as follows: Beginning at the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 32; thence North 00°08'04" East 1355.74 to a point 51.30 feet South of the Northwest corner of said Southwest quarter; thence South 69°41'50" East 255.78 feet; thence South 09°28'04" East 636.04 feet; thence South 39°38'44" East 255.74 feet; thence North 89°04'27" West 393.25 feet; thence South 46°20'23" East 588.65 feet; thence North 89°04'57" West 543.46 feet to the point of beginning.

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 26 day of January 2001

GRANTOR
[Signature]
Pierce County Executive

ORIGINAL

STATE OF WASHINGTON)

) ss.

County of Pierce)

On this 26 day of January 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN W. IADENBURG to me known to be the Executive, respectively of PIERCE COUNTY, the corporation that executed the foregoing instrument and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

[Signature]
Notary Public in and for the State of Washington
residing at TACOMA

Approved as to form only

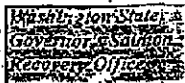
[Signature]
Pierce County Deputy Prosecuting Attorney

EXCISE TAX EXEMPT DATE 2-1-01

Pierce County

By HC Auth. Sig

For reference only, not for re-sale.



Project Agreement
Fed Funds for Salmon Habitat

John Layton
ES-1 Budget Re.
46-300 Proj. #

Project Sponsor: Pierce County
Project Title: Lower Carbon River Habitat Land Acq

Project Number: 99-1117A

RECEIVED
JUN 25 1999
WATER PROGRAMS

A. PARTIES TO THE AGREEMENT

This Project Grant Agreement (Agreement) is entered into between the Office of the Governor's Salmon Recovery Office (GSRO), P.O. Box 43135, Olympia, Washington, 98504-3135 and Pierce County, County City Bldg, 930 Tacoma Ave South, Tacoma, WA 98402 (Project Sponsor) and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for GSRO to provide a grant award to the Project Sponsor for the project specified herein from funds received from the United States Department of the Interior, Fish and Wildlife Services as provided for in the *Orphanus Consolidated and Emergency Supplemental Appropriations Act*, Public Law 105-277, H.R. 4328, 112 Stat 2681, (1998) and the *Matching Grant Agreement between the U.S. Fish and Wildlife Service and the State of Washington, Office of the Governor, Governor's Salmon Recovery Office, 1998*, Agreement Number 1448-98210-98-G273, Catalog of Federal Domestic Assistance (CFDA) Number 15.608 (Fish and Wildlife Management Assistance).

C. PROJECT DESCRIPTION

The project for which a grant award is made is described in the attached Project Summary, Milestones of Project and Eligible Reimbursement Activities reports. The Project Sponsor agrees to complete the project as described, in its entirety, in the time as prescribed in the milestones. Failure to timely complete the project shall constitute a material breach of this Agreement.

D. PERIOD OF PERFORMANCE

The Project reimbursement period shall begin on April 15, 1999 and end on January 1, 2000. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

E. PROJECT FUNDING

The total grant award provided by GSRO for this project shall not exceed \$1,584,000.00. GSRO shall not pay any amount beyond that approved for funding of the project. The Project Sponsor shall be responsible for all total project costs that exceed this amount. The contribution of funds by the Project Sponsor towards work on this project shall be as indicated below:

	Percentage	Dollar Amount
GSRO - FFSH	95%	\$1,584,000.00
Project Sponsor	5%	\$82,000.00
Total Project Cost	100%	\$1,666,000.00

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties regarding this grant award are subject to this Agreement and the General Provisions (Attachment A) and any Special Provisions (Attachment B), which are incorporated herein by reference as if fully set forth. The Project Sponsor has read, fully understands and agrees to be bound by all terms and conditions as set forth in these documents.

G. AMENDMENTS

GSRO reserves the right to unilaterally amend the Project Grant Agreement and/or General Provisions, by written notification to the Project Sponsor, for the purpose of insuring compliance with federal and/or state laws. All other amendments to the Project Grant Agreement, General Provisions, or Special Provisions shall not be effective unless provided in writing and signed by all parties.

For reference only, not for re-sale.

H. PROJECT GRANT AGREEMENT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact person for all communications and billings regarding the performance of this Agreement. All written communications regarding this Agreement shall be sent to the designated representatives at the addresses listed below unless notified in writing of any change.

GSRO's Representative:

Rolie Geppert, Contract Administrator
Office of the Governor, Governor's Salmon Recovery Office
P.O. Box 43135
Olympia, WA 98504-3135

Project Sponsor Representatives:

Debby Hyde
ESA Coord
Pierce County
530 Tacoma Avenue
Tacoma WA 98499

I. CERTIFICATION OF ELIGIBILITY TO RECEIVE FEDERAL FUNDS

The Project Sponsor certifies that it has not been debarred, suspended, or otherwise excluded from or deemed ineligible for participation as a recipient of any Federal financial assistance and/or benefits under U.S. Presidential Executive Order 12549, "Debarment and Suspension," or any other applicable federal law.

J. CERTIFICATION OF AUTHORITY

The undersigned representative certifies that the Project Sponsor is a legally constituted local government with full authority and legal capability to perform the terms of this Agreement and he/she is authorized to sign this agreement on their behalf.

K. ENTIRE AGREEMENT

This Agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise regarding this Agreement shall exist or bind any of the parties.

L. EFFECTIVE DATE

This agreement shall be effective upon signing by all parties.

STATE OF WASHINGTON
OFFICE OF THE GOVERNOR
GOVERNOR'S SALMON RECOVERY OFFICE

BY: Curt Smith
Curt Smith
Special Asst to the Governor

DATE: 6/14/99

PROJECT SPONSOR

BY: Debby Hyde 6/9/99
Pierce County

DATE: _____

Pre-approved as to form by the state Assistant Attorney General

APPROVED AS TO FORM:

Keith M. Black
KEITH M. BLACK
Chief Civil Deputy
Date: June 8-99

Rafman

RETURN TO:
PUBLIC WORKS AND UTILITIES
9116 Gravelly Lake Dr. S.W.
Tacoma, WA 98499-3190

Portion of Parcel No: 05-19-31-4-028

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY AND CONSERVATION PURPOSES

The Grantor, Pierce County for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board of the State of Washington and in fulfillment of terms of the attached Project Agreement herein incorporated by reference, conveys and grants to the State of Washington individually and as the representative of the people of the State, the right to use the real property described below forever for salmon recovery and conservation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Salmon Recovery Funding Board, titled *Lower Carbon River Habitat Land Acquisition* Project Number 99-1643-A signed by the Grantor on the 14th day of June, 1999 and by the Salmon Recovery Funding Board on the 9th day of June, 1999 and the application and supporting materials which are on file with the Grantor and the State in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for salmon recovery and conservation purposes herein granted, unless the State, through the Salmon Recovery Funding Board or its successors, consents to the inconsistent use. This consent shall be granted only upon the following conditions, which will ensure other land will be substituted

The conditions are that the substituted salmon recovery and conservation land must be of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent qualities, characteristics and location for salmon recovery and conservation purposes for which state assistance was originally granted

The real property covered by this deed is described as follows: Commencing at the concrete monument marking the Southeast corner of SECTION 31, TOWNSHIP 19 NORTH, RANGE 05 EAST of the Willamette Meridian in Pierce County Washington; thence North 00° 08' 04" East 1694.68 feet along the Easterly line of said Section 31 to the TRUE POINT OF BEGINNING; thence North 89° 50' 12" West 326.38 feet; thence North 40° 37' 03" West 354.04 feet; thence South 89° 52' 35" East 224.48 feet; thence South 00° 04' 46" West 99.00 feet; thence South 89° 52' 35" East 332.92 feet to the Easterly line of said Section 31; thence South 00° 08' 04" West 169.47 feet to the Point of Beginning

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement

Dated this 14th day of November 2001

GRANTOR

[Signature]
Pierce County Executive

ORIGINAL

STATE OF WASHINGTON)

) ss.

County of Pierce)

On this 14th day of November 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN W. LADENBURG to me known to be the Executive, respectively of PIERCE COUNTY, the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument

WITNESS my hand and official seal hereto affixed the day and year first written above.

[Signature]
Notary Public in and for the State of Washington
residing at TACOMA, WA

Approved as to form only

[Signature]
Pierce County Deputy Prosecuting Attorney

200202280750 1 pg
2-28-2002 11:44am \$9.00
PIERCE COUNTY, WASHINGTON

file 2792
PFAFMAN

RETURN TO:
PUBLIC WORKS AND UTILITIES
9116 Gravelly Lake Dr. S.W.
Tacoma, WA 98499-3190

Portion of Parcel # 05-19-31-4-028

Statutory Warranty Deed

The GRANTORS, JASON & LAURA PFAFMAN, husband & wife, for and in consideration of **THIRTY FIVE THOUSAND AND 00/100 dollars (\$35,000.00)** and for other good and valuable consideration to them in hand paid, grants, conveys and warrants to the GRANTEE, Pierce County, A municipal corporation of the State of Washington, the following described real property situated in the County of Pierce, State of Washington, to the same extent and purpose as if the rights granted have been acquired under the Eminent Domain Statute of the State of Washington, together with any and all after acquired title therein, to wit:

ORIGINAL

Commencing at the concrete monument marking the Southeast corner of SECTION 31, TOWNSHIP 19 NORTH, RANGE 05 EAST of the Willamette Meridian in Pierce County Washington; thence North 00° 08' 04" East 1694 68 feet along the Easterly line of said Section 31 to the **TRUE POINT OF BEGINNING**; thence North 89° 50' 12" West 326.38 feet; thence North 40° 37' 03" West 354.04 feet; thence South 89° 52' 35" East 224.48 feet; thence South 00° 04' 46" West 99.00 feet; thence South 89° 52' 35" East 332.92 feet to the Easterly line of said Section 31; thence South 00° 08' 04" West 169.47 feet to the Point of Beginning

Subject to:

1. Easements recorded under A F N S 164735 & 777621
2. Easement recorded under A F N 49261.
3. Easement reserved in deed recorded under A F N 2204254.
4. Easement recorded under A F N 9408240163.

COMMONWEALTH
30195432
FEB 28 2002

Grantor shall not be charged Excise Tax as per WAC 458-61-420-1-C

Dated this 28th day of September 2001

Jason Pfafman
Grantor-Jason Pfafman

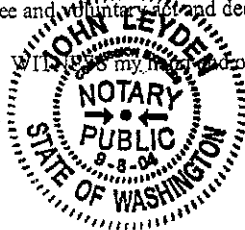
Laura Pfafman
Grantor-Laura Pfafman

STATE OF WASHINGTON

County of Pierce

)
) ss
)

On this 28th day of September 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jason & Laura Pfafman, the individuals described herein and who executed the within instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned



With this my hand and official seal hereto affixed the day and year first written above

John Leyden
Notary Public in and for the State of Washington
Residing in Pierce County

Approved as to form:

Phil Bretzgerman
Pierce County Deputy Prosecuting Attorney

Accepted by:

John P. ...
Pierce County Executive

ETN: 1085443 2-28-2002
Excise Tax Collected: \$0.00
Affidavit Processing Fee: \$2.00
Cathy Pearsall-Stipek CPO Pierce County Auditor
BY: ROBIN CARBONARI

12/12/2005 2:31PM

COPY

200111290146 1 pg
 11-29-2001 09:52 am \$8.00
 PIERCE COUNTY, WASHINGTON

SASAF-1

RETURN TO:
 PUBLIC WORKS AND UTILITIES
 9116 Gravelly Lake Dr. S.W.
 Tacoma, WA 98499-3190

Portion of Parcel No's: 05-19-31-4-017 & 4-018.

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY AND CONSERVATION PURPOSES

The Grantor, Pierce County for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board of the State of Washington and in fulfillment of terms of the attached Project Agreement herein incorporated by reference, conveys and grants to the State of Washington individually and as the representative of the people of the State, the right to use the real property described below forever for salmon recovery and conservation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Salmon Recovery Funding Board, titled *Lower Carbon River Habitat Land Acquisition Project* Number 99-1643-A signed by the Grantor on the 14th day of June, 1999 and by the Salmon Recovery Funding Board on the 9th day of June, 1999 and the application and supporting materials which are on file with the Grantor and the State in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for salmon recovery and conservation purposes herein granted, unless the State, through the Salmon Recovery Funding Board or its successors, consents to the inconsistent use. This consent shall be granted only upon the following conditions, which will ensure other land will be substituted.

The conditions are that the substituted salmon recovery and conservation land must be of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent qualities, characteristics and location for salmon recovery and conservation purposes for which state assistance was originally granted.

The real property covered by this deed is described as follows: Commencing at the Southeast corner of SECTION 31, TOWNSHIP 19 NORTH, RANGE 05 EAST of the Willamette Meridian in Pierce County Washington; thence North 00° 08' 04" East, 1694.67 feet along the Easterly line of said Section 31 to the TRUE POINT OF BEGINNING; thence North 89° 50' 12" West 1096.25 feet; thence South 60° 36' 48" East 443.68 feet; thence South 22° 01' 35" East 131.12 feet; thence South 04° 22' 56" East 112.77 feet; thence South 30° 09' 02" East 209.95 feet; thence South 55° 43' 38" East 353.33 feet; thence South 66° 43' 27" East 211.41 feet; thence South 24° 40' 57" East 138.38 feet to the East line of said Section; thence North 00° 08' 04" East along said East line to the TRUE POINT OF BEGINNING.

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 14th day of November 2001

GRANTOR

[Signature] Chief of Staff
 Pierce County Executive

ORIGINAL

STATE OF WASHINGTON

County of Pierce

) ss

On this 14th day of November 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN W. LADENBURG to me known to be the Executive, respectively of PIERCE COUNTY, the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

[Signature]
 Notary Public in and for the State of Washington
 residing at TACOMA, WA

Approved as to form only

[Signature]
 Pierce County Deputy Prosecuting Attorney

EXCISE TAX EXEMPT DATE 11-29-01
 Pierce County

By [Signature] Auth Sig

12/12/2005 2:31PM

200109131051 1 pg
9-13-2001 03:55pm \$8.00
PIERCE COUNTY, WASHINGTON

RETURN TO:
PUBLIC WORKS AND UTILITIES
9116 Gravelly Lake Dr. S.W.
Tacoma, WA 98499-3190

Portions of Parcels 05-19-31-4-017 & 4-018

Statutory Warranty Deed

The GRANTORS, TAKASHI & YAE SASAKI, husband & wife, for and in consideration of **THREE HUNDRED FORTY FOUR THOUSAND FIVE HUNDRED TWENTY AND 00/100 dollars (\$344,520.00)** and for other good and valuable consideration to them in hand paid, grants, conveys and warrants to the GRANTEE, Pierce County, A municipal corporation of the State of Washington, the following described real property situated in the County of Pierce, State of Washington together with any and all after acquired title therein, to wit:

Commencing at the Southeast corner of SECTION 31, TOWNSHIP 19 NORTH, RANGE 05 EAST of the Willamette Meridian in Pierce County Washington; thence North 00° 08' 04" East along the East line of said Section 1694.67 feet to the TRUE POINT OF BEGINNING; thence North 89° 50' 12" West 1096.25 feet; thence South 60° 36' 48" East 443.68 feet; thence South 22° 01' 35" East 131.12 feet; thence South 04° 22' 56" East 112.77 feet; thence South 30° 09' 02" East 209.95 feet; thence South 55° 43' 38" East 353.33 feet; thence South 66° 43' 27" East 211.41 feet; thence South 24° 40' 57" East 138.38 feet to the East line of said section; thence North 00° 08' 04" East long said East line to the TRUE POINT OF BEGINNING.

RESERVING unto Grantor, their heirs and or assigns, an easement for the natural drainage course, And the existing certified water rights.

ORIGINAL

Containing 12.76 acres

- Subject to: 1. An easement in favor of the State of Washington recorded under Auditor's No. 49261
2. An agreement recorded under Auditor's No. 9304130416.
3. An agricultural lease in favor of Ron Sasaki which expires 12-31-2001.

This property is presently zoned code 7701 or open space agriculture land. No additional compensating tax, penalties or interest shall be imposed on the portion of the property purchased by Pierce County as per RCW 84.34.108

Grantor shall not be charged Excise Tax as per WAC 458-61-420-1-C.

COMMONWEALTH

1016935-2
SEP 12 2001

Dated this 26th day of June 2001.

Takashi Sasaki
Grantor - Takashi Sasaki

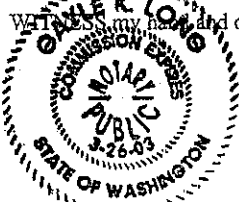
Yae Sasaki
Grantor - Yae Sasaki

STATE OF WASHINGTON

County of Pierce

} ss.

On this 26th day of June, 2001 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Takashi & Yae Sasaki, to me known to be the individuals described herein and who executed the within instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Witness my hand and official seal here to affixed the day and year first written above.

Gayle K. Long
Notary Public in and for the State of Washington
Residing at Tacoma

Approved as to form:

Philip Prothman
Pierce County Deputy Prosecuting Attorney

Accepted by:

John Helmer
Pierce County Executive

ETN: 1071284 9-13-2001

Excise Tax Collected: \$0.00

Affidavit Processing Fee: \$2.00

Cathy Pearsall-Stipek CPO Pierce County Auditor
BY: LISA DRURY

12/12/2005 2:31PM

RETURN TO:
PUBLIC WORKS AND UTILITIES
9116 Gravelly Lake Dr. S.W.
Tacoma, WA 98499-3190

Parcel No. 05-19-32-3-020

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY AND CONSERVATION PURPOSES

The Grantor, Pierce County for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board of the State of Washington and in fulfillment of terms of the attached Project Agreement herein incorporated by reference, conveys and grants to the State of Washington individually and as the representative of the people of the State, the right to use the real property described below forever for salmon recovery and conservation purposes

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Salmon Recovery Funding Board, titled Lower Carbon River Habitat Land Acquisition Project Number 99-1643-A signed by the Grantor on the 14th day of June, 1999 and by the Salmon Recovery Funding Board on the 9th day of June, 1999 and the application and supporting materials which are on file with the Grantor and the State in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for salmon recovery and conservation purposes herein granted, unless the State, through the Salmon Recovery Funding Board or its successors, consents to the inconsistent use. This consent shall be granted only upon the following conditions, which will ensure other land will be substituted.

The conditions are that the substituted salmon recovery and conservation land must be of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent qualities, characteristics and location for salmon recovery and conservation purposes for which state assistance was originally granted.

The real property covered by this deed is described as follows: That portion of the Southwest quarter of the Southwest quarter of SECTION 32 TOWNSHIP 19 NORTH, RANGE 05 EAST of the Willamette Meridian in Pierce County Washington described as follows; Beginning 245 feet North of the Southeast corner of the Southwest quarter of the Southwest quarter of SECTION 32 TOWNSHIP 19 NORTH, RANGE 05 EAST of the Willamette Meridian; thence South 88° 15' West 500 feet; thence North 50° 46' West 600 feet; thence North 22° 45' West 660 feet; thence North 06° 54' West 143.77 feet to a point on the North boundary of the Southwest quarter of the Southwest quarter, 100 feet East of the Northwest corner thereof; thence East to the Northeast corner; thence South to the place of beginning. EXCEPT: any portion thereof lying Northerly of the South Fork of the Puyallup River.

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 14th day of November 2001

GRANTOR
[Signature] Chief of Staff
Pierce County Executive

ORIGINAL

STATE OF WASHINGTON)

County of Pierce) ss.

On this 14th day of November 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *[Signature]* known to be the Executive, respectively of PIERCE COUNTY, the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument

WITNESS my hand and official seal hereto affixed the day and year first written above

Approved as to form only

[Signature]
Pierce County Deputy Recording Attorney

[Signature]
Notary Public in and for the State of Washington
residing at *[Signature]*

EXCISE TAX EXEMPT DATE 11/29/01
Pierce County

By *[Signature]* Auth. Sig.

For reference only, not for re-sale.

RETURN TO:
PUBLIC WORKS AND UTILITIES
9116 Gravelly Lake Dr. S.W.
Tacoma, WA 98499-3180

Parcel No: 05-19-32-3-010

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY AND CONSERVATION PURPOSES

The Grantor, Pierce County for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board of the State of Washington and in fulfillment of terms of the attached Project Agreement herein incorporated by reference, conveys and grants to the State of Washington individually and as the representative of the people of the State, the right to use the real property described below forever for salmon recovery and conservation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Salmon Recovery Funding Board, titled *Lower Carbon River Habitat Land Acquisition* Project Number 99-1643-A signed by the Grantor on the 14th day of June, 1999 and by the Salmon Recovery Funding Board on the 9th day of June, 1999 and the application and supporting materials which are on file with the Grantor and the State in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for salmon recovery and conservation purposes herein granted, unless the State, through the Salmon Recovery Funding Board or its successors, consents to the inconsistent use. This consent shall be granted only upon the following conditions, which will ensure other land will be substituted

The conditions are that the substituted salmon recovery and conservation land must be of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent qualities, characteristics and location for salmon recovery and conservation purposes for which state assistance was originally granted.

The real property covered by this deed is described as follows: Commencing at a stone monument in the Southwest corner of SECTION 32 TOWNSHIP 19 NORTH, RANGE 05 EAST of the Willamette Meridian in Pierce County Washington, running thence South 89° 44' 1/4" East along the South Boundary Line of said Section 32, a distance of 849.6 feet; thence North 04° 59' West 228.50 feet; thence North 50° 45' West 600 feet; thence North 22° 45' West 660 feet; thence North 06° 54' West 143.77 feet to the North line of the Southwest quarter of the Southwest quarter of said SECTION 32; thence North 89° 50' West 100 feet to a stone monument at the 1/16" section corner; thence along the West Boundary Line of Section 32, South 00° 19' 23" East 1355.50 feet to the place of beginning. ALSO a Tract commencing at a stone monument on the South Boundary Line of SECTION 32 TOWNSHIP 19 NORTH, RANGE 05 EAST of the Willamette Meridian in Pierce County Washington, 1320 feet West of the 1/4 section corner thereof; thence North 245 feet; thence South 88° 59' 15" West 500 feet; thence South 04° 59' East 228.50 feet to the South Boundary Line of Section 32; thence along the section line South 89° 44' 1/4" East 480 feet to the place of beginning.

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 14th day of November 2001

GRANTOR

John W. Landerburg
Pierce County Executive

ORIGINAL

STATE OF WASHINGTON)

County of Pierce) ss

On this 14th day of November 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN W. LANDERBURG to me known to be the Executive, respectively of PIERCE COUNTY, the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Approved as to form only

Phil Smith
Pierce County Deputy Prosecuting Attorney

Christina R. Landerburg
Notary Public in and for the State of Washington
residing at *TACOMA, WA*

EXCISE TAX EXEMPT DATE 11-29-01
Pierce County

By *PC* Auth: Sig

For reference only, not for re-sale.

RETURN TO:
PUBLIC WORKS AND UTILITIES
9116 Gravelly Lake Dr. S.W.
Tacoma, WA 98499-3190

Parcel No: 05-19-32-3-025

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY AND CONSERVATION PURPOSES

The Grantor, Pierce County for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board of the State of Washington and in fulfillment of terms of the attached Project Agreement herein incorporated by reference, conveys and grants to the State of Washington individually and as the representative of the people of the State, the right to use the real property described below forever for salmon recovery and conservation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Salmon Recovery Funding Board, titled *Lower Carbon River Habitat Land Acquisition* Project Number 99-1643-A signed by the Grantor on the 14th day of June, 1999 and by the Salmon Recovery Funding Board on the 9th day of June, 1999 and the application and supporting materials which are on file with the Grantor and the State in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for salmon recovery and conservation purposes herein granted, unless the State, through the Salmon Recovery Funding Board or its successors, consents to the inconsistent use. This consent shall be granted only upon the following conditions, which will ensure other land will be substituted.

The conditions are that the substituted salmon recovery and conservation land must be of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent qualities, characteristics and location for salmon recovery and conservation purposes for which state assistance was originally granted.

The real property covered by this deed is described as follows: That portion of the Southeast quarter of the Southwest quarter of SECTION 32, TOWNSHIP 19 NORTH, RANGE 05 EAST of the Willamette Meridian in Pierce County Washington lying Southwesterly of the South Fork of the Puyallup River.

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement

Dated this 26 day of January 2001

GRANTOR

John W. Ladenburg
Pierce County Executive

ORIGINAL

STATE OF WASHINGTON

County of Pierce

} ss

On this 26 day of January 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN W. LADENBURG to me known to be the Executive, respectively of PIERCE COUNTY, the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Constance B. Perry
Notary Public in and for the State of Washington
residing at TACOMA

Approved as to form only

Shirley Priddy
Pierce County Deputy Prosecuting Attorney

EXCISE TAX EXEMPT DATE 2-1-01

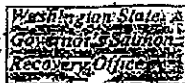
Pierce Co

By

JP

Jan 31 2001

For reference only, not for re-sale.



Project Agreement Fed Funds for Salmon Habitat

42111 LAMON
25-12 Budget Rev.
96-300 Proj. #

Project Sponsor: Pierce County
Project Title: Lower Carbon River Habitat Land Acq

Project Number: 99-1117A

RECEIVED
JUN 25 1999
WATER PROGRAMS

A. PARTIES TO THE AGREEMENT

This Project Grant Agreement (Agreement) is entered into between the Office of the Governor's Salmon Recovery Office (GSRO), P.O. Box 43135, Olympia, Washington, 98504-3135 and Pierce County, County City Bldg, 930 Tacoma Ave South, Tacoma, WA 98402 (Project Sponsor) and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for GSRO to provide a grant award to the Project Sponsor for the project specified herein from funds received from the United States Department of the Interior, Fish and Wildlife Services as provided for in the Omnibus Consolidated and Emergency Supplemental Appropriations Act, Public Law 105-277, H.R. 4328, 112 Stat 2881 (1998) and the Matching Grant Agreement between the U.S. Fish and Wildlife Service and the State of Washington, Office of the Governor, Governor's Salmon Recovery Office, 1998, Agreement Number 1448-99210-99-G273, Catalog of Federal Domestic Assistance (CFDA) Number 15.606 (Fish and Wildlife Management Assistance).

C. PROJECT DESCRIPTION

The project for which a grant award is made is described in the attached Project Summary, Milestones of Project, and Eligible Reimbursement Activities reports. The Project Sponsor agrees to complete the project as described, in its entirety, in the time as prescribed in the milestones. Failure to timely complete the project shall constitute a material breach of this Agreement.

D. PERIOD OF PERFORMANCE

The Project reimbursement period shall begin on April 15, 1999 and end on January 1, 2000. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

E. PROJECT FUNDING

The total grant award provided by GSRO for this project shall not exceed \$1,584,000.00. GSRO shall not pay any amount beyond that approved for funding of this project. The Project Sponsor shall be responsible for all total project costs that exceed this amount. The contribution of funds by the Project Sponsor towards work on this project shall be as indicated below:

	Percentage	Dollar Amount
GSRO - FFSH	95%	\$1,584,000.00
Project Sponsor	5%	\$82,000.00
Total Project Cost	100%	\$1,666,000.00

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties regarding this grant award are subject to this Agreement, and the General Provisions (Attachment A) and any Special Provisions (Attachment B), which are incorporated herein by reference as if fully set forth. The Project Sponsor has read, fully understands and agrees to be bound by all terms and conditions as set forth in these documents.

G. AMENDMENTS

GSRO reserves the right to unilaterally amend the Project Grant Agreement and/or General Provisions, by written notification to the Project Sponsor, for the purpose of insuring compliance with federal and/or state laws. All other amendments to the Project Grant Agreement, General Provisions, or Special Provisions shall not be effective unless provided in writing and signed by all parties.

For reference only, not for re-sale.

PROJECT GRANT AGREEMENT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact person for all communications and billings regarding the performance of this Agreement. All written communications regarding this Agreement shall be sent to the designated representatives at the addresses listed below unless notified in writing of any change.

GSRO's Representative:

Rolla Seppert, Contract Administrator
Office of the Governor, Governor's Salmon Recovery Office
P.O. Box 43135
Olympia, WA 98504-3135

Project Sponsor Representatives:

Debby Hyds.
ESA Coord
Pierce County
930 Tacoma Avenue
Tacoma, WA 98499

I. CERTIFICATION OF ELIGIBILITY TO RECEIVE FEDERAL FUNDS

The Project Sponsor certifies that it has not been debarred, suspended, or otherwise excluded from or deemed ineligible for participation as a recipient of any Federal financial assistance and/or benefits under U.S. Presidential Executive Order 12549, "Debarment and Suspension," or any other applicable federal law.

J. CERTIFICATION OF AUTHORITY

The undersigned representative certifies that the Project Sponsor is a legally constituted local government with full authority and legal capability to perform the terms of this Agreement and he/she is authorized to sign this agreement on their behalf.

K. ENTIRE AGREEMENT

This Agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise regarding this Agreement shall exist or bind any of the parties.

L. EFFECTIVE DATE

This agreement shall be effective upon signing by all parties.

STATE OF WASHINGTON
OFFICE OF THE GOVERNOR
GOVERNOR'S SALMON RECOVERY OFFICE

BY: Curt Smith

Curt Smith
Special Asst to the Governor

DATE: 6/24/99

PROJECT SPONSOR

BY: Debra Hyds.

Pierce County

DATE: 6/9/99

Pre-approved as to form by the state Assistant Attorney General

APPROVED AS TO FORM:

Keith M. Black
KEITH M. BLACK
Chief Civil Deputy
Date: June 8, 99

Project Agreement
Fed Funds for Salmon Habitat
PROJAGR2 RPT

200102010009 3 pg
2-1-2001 08:59am \$10.00
PIERCE COUNTY, WASHINGTON

RETURN TO:
PUBLIC WORKS AND UTILITIES
9116 Gravelly Lake Dr. S.W.
Tacoma, WA 98499-3190

Parcel No: 05-18-05-2-001

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY AND CONSERVATION PURPOSES

The Grantor, Pierce County for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board of the State of Washington and in fulfillment of terms of the attached Project Agreement herein incorporated by reference, conveys and grants to the State of Washington individually and as the representative of the people of the State, the right to use the real property described below forever for salmon recovery and conservation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Salmon Recovery Funding Board, titled *Lower Carbon River Habitat Land Acquisition* Project Number 99-1643-A signed by the Grantor on the 14th day of June, 1999 and by the Salmon Recovery Funding Board on the 9th day of June, 1999 and the application and supporting materials which are on file with the Grantor and the State in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for salmon recovery and conservation purposes herein granted, unless the State, through the Salmon Recovery Funding Board or its successors, consents to the inconsistent use. This consent shall be granted only upon the following conditions, which will ensure other land will be substituted.

The conditions are that the substituted salmon recovery and conservation land must be of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent qualities, characteristics and location for salmon recovery and conservation purposes for which state assistance was originally granted.

The real property covered by this deed is described as follows: The Southeast quarter of the Northwest quarter of SECTION 5, TOWNSHIP 18 NORTH, RANGE 05 EAST of the Willamette Meridian in the City of Orting, Pierce County Washington.

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 28th day of January 2001

GRANTOR


Pierce County Executive

ORIGINAL

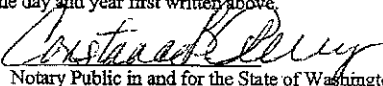
STATE OF WASHINGTON)

) ss

County of Pierce)

On this 20th day of January 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN W. LADENBURG to me known to be the Executive, respectively of PIERCE COUNTY, the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.


Notary Public in and for the State of Washington
residing at TACOMA

Approved as to form only


Pierce County Deputy Prosecuting Attorney

EXCISE TAX EXEMPT DATE 1-1-01
Pierce County

By SC Auth. Sig

